

Night Differential for employees hired after 7/1/03 11/30/06 shall be:

2nd shift.....: 25¢ per hour premium

3rd shift..... 50¢ per hour premium

(B) The present starting time for all regularly scheduled night shifts now in effect shall be maintained and no change shall be made without the mutual consent of the Employer and the Union. The Employer shall have the right to institute regular additional shifts, provided that the Employer shall negotiate with the Union with regard to the establishment of such shifts and the rates of pay and hours of anyone who may be employed on such additional shift.

(C) No employee shall be transferred from a regular day shift or night shift or additional shift without his or her consent unless no qualified employee consents; in such case, transfer shall be made as the Employer's manning and staffing requires in inverse order of seniority. If the Employer operates more than one regular shift and thereafter an opening occurs on the day shift, the Employer must present to all employees working on an additional shift (in order of their seniority) an opportunity to accept employment on the day shift, employees who are employed on a regular night shift or additional shift (in order of their seniority) shall have the first right to fill such vacancy before any new employees are hired.

#### ARTICLE 7 - GUARANTEED WORK DAY

Employees regularly scheduled for full shift work shall be given eight (8) hours work or the monetary equivalent thereof unless notified on the previous day not to report, except in case of power failure, acts of God or other such circumstances beyond the Employer's control. This provision shall not apply to part-time or premium work.

#### ARTICLE 8 - VACATIONS

(A) All employees who have been in the employ of the Employer for the periods of time specified below shall receive a vacation with pay in advance, at the regular rate being paid at the time of such vacation, in accordance with the following schedule:

Upon completion of one (1) full year	1 week
Upon completion of two (2) full years but less than ten (10) full years	2 weeks
Upon completion of ten (10) full years but less than twenty (20) full years	3 weeks

Upon completion of twenty full years but less than thirty (30) full years 4 weeks

Upon completion of thirty (30) years 5 weeks

Employees who have worked more than sixty (60) days but less than one (1) year shall receive a vacation proportionate to the part of the year worked retroactive to the date of hiring.

Vacation pay shall be at the employee's rate of pay in effect at the time of the employee's vacation and shall be paid to the employee with the last payroll check prior to the employee's vacation.

(B) Such vacations shall be given during the months of April, May, June, July, August, September, and October, except that with the consent of the Union, vacation may be scheduled at other periods of time where the Employer's business is of a seasonal nature or other pressing circumstances so require. All employees shall be entitled to the set vacation, whether or not they shall have been employed by the Employer continually or accumulatively for the period required.

(C) An employee entitled to three (3) weeks vacation shall take at least one (1) vacation week during the slow period in the wintertime as fixed by the Employer, and an employee entitled to four (4) weeks' vacation shall take at least two (2) vacation weeks during the slow period in the wintertime as fixed by the Employer.

(D) In the event one or more holidays occur during the time the employee receives his vacation, he or she shall receive such holiday pay in addition to his or her vacation pay.

(E) Any employee quitting without at least forty-eight (48) hours written notice to the Employer and the Union shall not be entitled to any vacation pay.

#### ARTICLE 10 - SICK LEAVE

(A) Each employee with more than ninety (90) days continuous service with the Employer shall receive six (6) days sick leave with pay during each calendar year. No more than two (2) sick leave days may be paid each calendar quarter with no more than one (1) additional sick leave day advanced per calendar quarter.

(B) If any employee does not use his or her sick leave during the course of a calendar year, the employee shall receive a full day's pay for each such day of unused sick leave. Payment for unused sick leave shall be made by the Employer not later than the 15th day of January of each year for the preceding calendar year and shall be at the employee's rate of pay then

prevailing.

(C) Any employee who has worked only part of the calendar year (but) for more than ninety (90) days, shall receive paid sick leave on a pro-rate basis.

(D) Any employee quitting without at least forty-eight (348) hours written notice to the employer shall not be entitled to any unused sick leave.

#### ARTICLE 11 - PROMOTIONS

(A) In case of promotion of an employee or employees covered by this Agreement, the principle of seniority shall be applied and the employee or employees with the longest tenure of employment shall be promoted wherever such employees are qualified to do the work.

(B) Should the employee so promoted, prove unsatisfactory during the first four (4) weeks, such employee must be transferred back to his or her previous job.

(C) All employees transferred or promoted temporarily or permanently to a job carrying a higher rate of pay, shall be paid the rate of the new classification.

(D) In the event an employee is transferred to a job for which there is no classification established in this Agreement, the rate of pay for such job shall be established by mutual agreement between the Union and the Employer.

#### ARTICLE 12 - LAYOFF, SENIORITY AND RECALL

(A) Employees may be laid off as a result of lack of work and on condition that written notice be sent by the Employer to the Union by facsimile, wherein the Employer sets forth the reason for the layoff. An employee who is laid off shall receive paid sick leave and vacation on a pro-rated basis computed to the day of the layoff.

(B) No new employees are to be hired until all those laid off shall have been rehired. On re-hiring employees previously laid off, employees shall be re-hired in the inverse order of layoff; that is to say, the employees last laid off shall be the first re-hired, wherever such employees are qualified to do the work then available.

(C) Employees to be re-hired shall be given notice by the Employer by certified mail, return receipt requested, at their last known address and a copy of same shall be sent to the Union, giving information as to time and date the employee should return to work.

(D) Any employee who fails to report for work within a period of forty-eight (48)

hours, excluding Saturdays and Sundays, loses his seniority rights unless such failure to report was caused by the employee's illness or other good reason and upon notification to the Employer, such employee will be given additional time to report.

(E) The Employer shall be required to prepare and submit to the Union a seniority list based upon all employee's length of service, including additions and deletions on the list as they occur, and the Union shall be furnished with a revised list every twelve months.

(F) The obligation to rehire employees who have been laid off shall be according to the following schedule:

<u>LENGTH OF EMPLOYMENT</u>	<u>PERIOD OF AVAILABILITY</u>
3 months to 5 years	six (6) months or period of employment, whichever is less
5 years or more	one (1) year

#### ARTICLE 13 - WELFARE FUND

(A) The Employer agrees to contribute monthly, in the first week of each month, to the UFCW Local 174 Commercial Health Care Fund (Plan A), the following sums per employee per month for all covered employees who have worked at any time during the month after six (6) months employment:

<u>Family Plan</u>	
<u>Effective Date</u>	<u>Contribution</u>
July 1, 2006	\$660.00 per month
July 1, 2007	\$740.00 per month
July 1, 2008	\$815.00 per month

<u>Single Plan</u>	
<u>Effective Date</u>	<u>Contribution</u>
July 1, 2006	\$437.00 per month
July 1, 2007	\$516.00 per month
July 1, 2008	\$591.00 per month

For a new employee to receive family coverage, he must have worked three (3) years, at which time he must show proof of family to the satisfaction of the Company and the Union. Family to include any dependents (immediate family).

The Company will begin payment of the Insurance 3 months after starting date of hire.